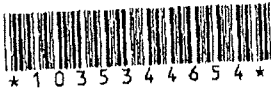


EXHIBIT 2

16-6533
PULL SH

IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

FILED IN DISTRICT COURT
OKLAHOMA COUNTY

DEC 23 2016

RICK WARREN
COURT CLERK

89

Rodney G. Wright,

Plaintiff,

vs.

Case No.

Liberty Mutual Insurance Company,
a foreign corporation,

Defendant.

CJ - 2016 - 6533

PETITION

COMES NOW Plaintiff Rodney G. Wright ("Plaintiff") and for his cause of action against Defendant Liberty Mutual Insurance Company, a foreign corporation, (hereinafter "Liberty Mutual"), would allege and state as follows:

1. Plaintiff is a resident of and has his domicile in Oklahoma City, Oklahoma County, State of Oklahoma.
2. Defendant Liberty Mutual Insurance Company ("Liberty Mutual") is a foreign insurance company, domiciled and incorporated in the State of Massachusetts and registered and licensed to transact insurance business in the State of Oklahoma.
3. The amount in controversy exceeds \$75,000 exclusive of interest and costs, thus giving this Honorable Court jurisdiction.
4. Venue in this Honorable Court is appropriate because the occurrence, which gave rise to the damages of the Plaintiff, took place in Oklahoma County, State of Oklahoma. More specifically, this matter involves an insurance contract entered into in

Oklahoma County involving commercial properties owned by the Plaintiff located in Oklahoma County. Further, Defendant Liberty Mutual provided insurance coverage to Plaintiff in Oklahoma County.

5. Plaintiff Rod Wright and Liberty Mutual are parties to an insurance contract, having policy number BZS*****8224.

6. Plaintiff's insured properties are a two story commercial building having retail and residential units, with physical addresses of 10801 and 10805 N. MacArthur Boulevard, Oklahoma City, Oklahoma (the "Property").

7. During the policy period, Plaintiff's Property suffered water damage due to a water valve eruption, such that the property and its contents were damaged and mold developed.

8. The exact date of the water valve eruption is unknown to the Plaintiff.

9. Upon discovery of the water valve eruption, the water to the properties was shut off and a restoration company was called out to the Property to address the water damage and prevent further damage.

10. Thereafter, Plaintiff reported the loss and filed a claim with Liberty Mutual.

11. Liberty Mutual denied the claim, eleven days after being notified of the loss, with little or no investigation. The claims handling, investigation and denial of the claim were unreasonable. Liberty failed to properly and fully investigate, evaluate and pay the claim.

12. Liberty Mutual's acts and omissions constitute a breach of the insurance policy contract.

13. Plaintiff is an insured of Liberty Mutual, such that Liberty Mutual owes a duty of good faith and fair dealing to the Plaintiff.

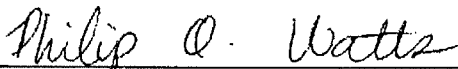
14. The acts and omissions of Liberty Mutual constitute a breach of the implied covenant of good faith and fair dealing.

15. Liberty Mutual has failed, refused or neglected to promptly, fairly and equitably pay policy benefits due to the Plaintiff, which constitutes breach of the insurance policy contract.

16. As a direct and proximate result of Defendant Liberty Mutual's acts and omissions, by and through its agents, adjustors and/or representatives' acts, Plaintiff has suffered loss of coverage benefits, financial hardship, attorney expenses and other consequential damages in excess of seventy-five thousand dollars (\$75,000).

17. The acts and/or omissions of Liberty Mutual and/or its agents, adjustors, and representatives were careless, wanton, reckless and without regard for the rights of others, including the rights of the Plaintiff.

WHEREFORE, having fully prayed, Plaintiff Rodney G. Wright respectfully requests the Court to grant judgment against Defendant Liberty Mutual Insurance Company for damages in an amount in excess of \$75,000, costs of this action, attorneys' fees, punitive damages, interest at the rate allowed by law and any further relief that this Honorable Court deems equitable and proper.


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**JURY TRIAL DEMANDED
ATTORNEY'S LIEN CLAIMED**